



July 16, 2010

Lee M. Weinberg  
Weinberg Gonser LLP  
Century Plaza Towers  
2029 Century Park East  
Suite 900  
Los Angeles, CA 90067

Karl Freeberg  
Greenberg Traurig, LLP  
Suite 700  
2375 E. Camelback Road  
Phoenix, AZ 85016

This letter from Attorney Stolper (**SIGNED by every plaintiff member of AZ Eufora Partners -- managed by Gaarn**) -- on behalf of Gaarn and the investigation of Eufora -- clearly outlines the Constantine allegations of fraud with Kenner and Gaarn stock sales. Nothing was CONCEALED from the Investigation group. Kenner was not included in the correspondence -- thus full **independent** knowledge occurred...

All signatures at 9-18

Re: A Proposal and Requests concerning Eufora LLC ("Eufora")

Gentlemen:

I am writing with several purposes.

First and foremost, I want to reiterate my request that your clients proceed with the transaction that I have been proposing for weeks now -- insiders, mostly professional hockey player members of AZ Eufora Partners I LLC ("AZ Eufora") and certain investor members in Eufora acquiring the Loan Package and warrants from the Lender -- rather than your clients continuing with a purported transaction through a group of outsiders. Our objectives, which I first shared with Karl and his client (the Lender) weeks ago, and then subsequently with Tommy Constantine two weeks ago, and most recently last Friday evening during my call with Lee, include having Constantine dilute his controlling membership interest and relinquish day-to-day control of Eufora as part of taking responsibility for the Loan and corresponding issues. My understanding from Constantine two weeks ago and Lee's July 14<sup>th</sup> letter (which inexplicably was not sent to me) is that Constantine has already agreed to these two material terms so we should be very close to a deal along the lines we are proposing. The next step, in my view, ought to be a call to schedule an in person meeting.

To be abundantly clear, we believe that it is NOT in the best interest of Eufora and its members for Constantine to:

- (i) pursue a deal with outsiders to Eufora (Mr. Volpe's group), in secret, with undisclosed terms (see the questions below) rather than execute a deal through Company insiders;
- (ii) refuse to provide us with the requested agreements among the Lender, Mr. Volpe's group and Eufora that you claim have already been signed, and proof that monies have been exchanged; and
- (iii) ignore our requests for Constantine to meet with us to address our very firm evidence of his breach of fiduciary duties and to give him the opportunity to support his allegations against his co-managers of Eufora.

We cannot harmonize how an innocent person, as Constantine claims to be, would avoid engaging in a substantive exchange of information and documentation, as we have repeatedly proposed. Lee, your advice to Constantine to ignore me and the individuals that I represent simply because I am a litigator is ill conceived. I will reiterate what I told you last Friday: based on the overwhelming evidence that we have uncovered against your client, if our sole purpose was to litigate, we not only could have initiated a very solid lawsuit weeks ago but we also would have been able to obtain emergency relief, restraining Constantine, the Lender, Volpe and anyone else from proceeding until the serious issues we uncovered were addressed. The reason we have not proceeded down this path yet, as I have told both of you several times, is because, as a litigator and a professional who has seen this movie before, I believe it is in everyone's best interest to try and resolve the issues before seeking judicial intervention, recognizing that the time to do so is very short.

To the extent that your advice to ignore me turns on your claimed uncertainty as to whom I represent, I have attached a self-explanatory Consent of Members, which authorizes me to act on behalf of AZ Eufora Partners I and each of the 27 signatories (20 members of AZ Eufora and 7 members/investors of Eufora) individually. We anticipate additional signatories to the Consent over the next few days. As a practical matter all contact with the signatories shall flow through me from this point forward. As you should know, where professionals have been retained to address issues of misappropriation, breach of fiduciary duty, unjust enrichment, loyalty and corporate opportunity, any attempt to resolve such issues, including a proposed transaction that seeks to gloss over past misdeeds, under tight time constraints, can only be done through representation by professionals with the requisite experience. Constantine's continued attempts to provide misinformation, without any supporting evidence, directly to the members/investors of Eufora, either through phone calls, texts, emails and, most recently, under your firm's letterhead, is not productive. Aside from the formality of my representation, most of the individuals that I have spoken with are frustrated, angry and/or would rather not speak with Constantine.

That brings me to another point. Lee, in our last conversation on Friday night I had encouraged you to vet what your client was representing to people, particularly in this highly charged and critical period for Eufora. I read your July 14<sup>th</sup> letter and email of yesterday and do not understand how you can make some of the statements that you did. For example:

- You stated that Constantine "pursued the Plan on behalf of Eufora [since late 2009]." What proof do you have of that? I have a lot of documents, text messages and the words of Constantine's confidants who are now cooperating with us that up until the time Constantine discovered our investigation of him, he had pursued a deal with his friend Nerguizian on behalf of just a handful of people and expressly intended to exclude most of Eufora's investors.
- You stated that besides CR Gentry "no other individual or entity had any control over the Loan." As incredible as that sounds, what support do you have for that contention? Again, I have a volume of emails, documents and the words of those involved in the transaction that contradict your statement.
- You stated that Gentry "without prior approval" "self directed" his own compensation package. What is the basis for this statement? Nothing was done without Constantine's sign-off, including Gentry's compensation, which is also reflected in documents.



- In your email you contend that I have made statements that “simply are not true.” Please let me know what statements to which you’re referring and the basis for your contention.

With respect to the purported “Plan,” which is effectively what Constantine had told me when I spoke with him two weeks ago, Lee’s July 14<sup>th</sup> letter raised a number of questions:

- Why did Lee not send the July 14<sup>th</sup> letter to me?
- Why did Lee not address with Constantine, as I had requested, the possibility of doing a deal with the Lender through insiders? There are a number of investors and members of Eufora who are rightfully upset that Constantine pursued a deal outside of the Company, in secrecy, and did not attempt to engage insiders in resolving the Company’s problems. Unquestionably a deal via insiders is financially and otherwise in the best interest of the members of Eufora.
- How much is proposed to be paid to the Lender for the Loan Package and warrants? What are the payment terms and over what period of time are they to be made? Are there any conditions to payment?
- Who will own the patents at the conclusion of the “Plan”?
- Has any collateral been pledged to Volpe’s group?
- When is the Volpe deal scheduled to close?
- What are the conditions to closing?
- What is the proposed allocation of membership interests in “New Eufora”? If in the July 14<sup>th</sup> letter you can represent that “nearly” everyone’s membership interest will not be diluted as a result of the Plan, then you certainly should know what everyone’s membership interest will be, and who Constantine is attempting to dilute or eliminate.
- How much membership interest will Constantine retain according to the Plan?
- How is Constantine providing Volpe 12% and the Lender 1% of his membership interest and at the same time providing membership interests to John Kaiser and the individuals who have invested through Kaiser, which Constantine promised Kaiser and others that he would do?
- Lee, have you been able to confirm what I told you, namely, that Constantine owns the largest share of Eufora despite having invested very little of his own money (inclusive of funds from others that Constantine directed to one of his entities such as Constantine Management Group)?
- What is the capitalization value and the basis for valuing Volpe’s proposed \$3 million investment in Eufora at 12%?

- With respect to Volpe, why is he referred to as Dominick and not Santo, the name Constantine used in internal email communications? What is his background and why do you believe that he is a plus to Eufora? Is he a U.S. Citizen? Where is he based?
- Lee, you claim to have been “informed” about “very disturbing facts relating to the actions of several investors and managers in the Eufora saga.” We want to address these points as well, not with finger-pointing and conjecture, but real evidence (documents). I invited Constantine to support his allegations but he has yet to provide a single piece of evidence or agree to meet with us.
- Why would Constantine remove the two Eufora Managers who raised and attempted to address red flags around Constantine’s actions – CR Gentry and Tim Gaarn without notice, dialogue or any evidence of wrongdoing? It cannot be viewed favorably that Constantine would remove whistleblowers and, in the case of Tim Gaarn, the person designated to represent the interests of the AZ Eufora members.
- How are Don Berman’s responsibilities as CEO of public company Cardworks and owner of Merrick Bank conducive to being available to run Eufora day-to-day? What is the value proposition of Mr. Berman as CEO of Eufora? Has he signed an agreement and if so, what are the terms?

Lee asked for more specificity on our issues with Constantine. The following are three areas for which Constantine and, to some extent, Brent Nerguizian, will have to account with evidence (I’m sure you’ll excuse me if I am not willing to accept only Constantine’s word on these issues):

- At the top of our list are Constantine’s actions with respect to the Loan Package, its terms, its default and his attempt to resolve the default in secret through outsiders.
- The \$500k “Financial Advisory Fee” paid to Nerguizian, at Constantine’s direction (your attempt to blame CR Gentry defies logic and the documents).
- Constantine using Eufora as his personal ATM machine, with hundreds of thousands in unaccounted for value loads on prepaid cards and hundreds of thousands of his personal bills paid out of Eufora (I mentioned to Lee that even his legal bill for recent work on Constantine’s unrelated airline business was paid for by Eufora).

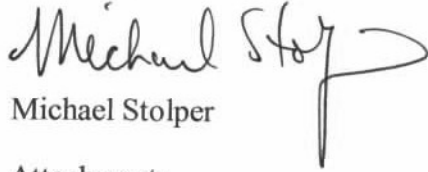
We need answers to the serious issues we have raised. Obviously one cannot propose a final resolution without first addressing and confirming the liability issues, though I suspect Constantine’s offer to dilute his interest (details unspecified) and step down from Eufora’s management (again, details unspecified) may go a long way towards resolving the issues. I will continue to extend an olive branch until time and the immediate needs of Eufora no longer permit us to do so. I also do not intend to engage in a further letter writing campaign. As stated above,

Less than one year later -- to stop the litigation versus himself -- Constantine filed a bankruptcy petition in AZ claiming that he had not owned any of the Eufora stock (*despite the 6 years of tax records personally signed by Constantine*) -- since 2003...

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the next communication ought to be by phone to arrange an in person meeting. To reiterate, we have the ability to immediately fund the Company to the same extent (\$3m) that Mr. Volpe's group is purportedly prepared to commit. I look forward to speaking with you.

Sincerely,

  
Michael Stolper

Rudy Giuliani's  
right-hand-man and  
Crisis Management  
Company CEO in  
2010)

Attachments

cc: Eric Hatzimemos  
Members of AZ Eufora Partners I LLC  
Signatories to the Attached Consent of Members



**WRITTEN CONSENT  
OF THE MEMBERS  
OF  
AZ EUFORA PARTNERS I LLC**

**July 8, 2010**

The undersigned, being all of the Members (the “**Members**”) of AZ Eufora Partners I LLC (the “**Company**”), hereby adopt the following resolutions in accordance with applicable law and the limited liability company operating agreement of the Company:

WHEREAS, the members of the Company have invested in the Company for the purpose of investing in Eufora LLC (“Eufora”);

WHEREAS, Tim Gaarn is the Manager of the Company and as of February 23, 2009 has served as a co-manager of Eufora along with Tommy Constantine, Carlton R. Gentry, Mark D’Ambrosio and Brent Nerguizian;

WHEREAS, at a meeting of managers of Eufora on August 9, 2009, Constantine recommended and the managers agreed to have Constantine replace Gentry as President and Chief Executive Officer of Eufora as a result of cash flow issues, and for Gentry to remain with Eufora as a Manager until additional capital could be raised and Gentry could resume his role as President and Chief Executive Officer;

WHEREAS, in late March and early April of 2010, Gaarn and Gentry became concerned with certain actions and inactions of Constantine and the state of affairs of Eufora;

WHEREAS, Gaarn engaged Eric Hatzimemos, a former prosecutor and principal of a crises management consulting firm (not a law firm), and Hatzimemos engaged an attorney, Michael Stolper, a commercial litigator with extensive experience in corporate crisis management, to assist Hatzimemos in investigating the state of affairs of Eufora and Constantine’s role therein;

WHEREAS, on June 30, 2010 Hatzimemos and Stolper reported their findings to the members of the Company who made themselves available either in person or by conference call; they reported that Eufora is in a state of crisis, effectively insolvent, in default under a loan that permits the lender to immediately take possession and sell the assets of Eufora, and that they have identified several actions and inactions of Constantine that run counter to the interests of Eufora and its members;

WHEREAS, Stolper and Hatzimemos recommended that they meet with Constantine in New York to address their findings and determine if a solution with Constantine can be achieved;

This contradicts the gov't claim that Gaarn NEVER did anything without Kenner's authority...

WHEREAS, one of the members in attendance for the June 30th debriefing, Sergei Gonchar, offered to facilitate a phone call between Stolper and Constantine, and at the conclusion of the June 30<sup>th</sup> meeting Gonchar, Stolper and Constantine spoke for an hour and a half via conference call, during which:

- Constantine made allegations against Gentry and Phil Kenner, a money manager of the members of the Company;
- Constantine alleged that the defaulted loan had been resolved through additional investors and agreement(s) that he was going to provide to Stolper via email immediately following the telephone call;
- Constantine alleged that the resolution of the loan default included Constantine diluting his equity interest in Eufora in exchange for the financing necessary to resolve the outstanding loan, and that he would be stepping down as President and Chief Executive Officer and replaced by Donald Berman; and
- Stolper repeatedly requested that Constantine come to New York to address the findings and support his allegations about Gentry, Kenner, Eufora financing and the defaulted loan.

✓ WHEREAS, neither Constantine nor his counsel has provided the documents that Constantine said he was going to provide, and has otherwise not agreed to meet with Stolper and Hatzimemos to resolve the open issues;

WHEREAS, time is of the essence to resolve the open issues of Eufora and protect the Company's investment therein.

NOW, THEREFORE, the following is resolved and agreed upon by each of the members of the Company who sign this Consent below:

1. Stolper and Hatzimemos are hereby authorized to serve as the representatives ("Representatives") of the undersigned and in that capacity shall be charged with the responsibility of, and shall be authorized to take any steps necessary for: (a) further investigating any material issues of Eufora and Constantine; (b) communicating with Constantine and his counsel to address the open issues and his allegations; and (c) negotiating a resolution, if feasible, with Constantine.
2. It is imperative that the Representatives meet with Constantine in New York by no later than July 12, 2010.
3. The failure of Constantine to meet with the Representatives in New York in a timely manner, and failure to provide sufficient evidence to support his allegations, including his representation that the loan default issue has been resolved through signed agreement(s), will constitute a breach of Constantine's fiduciary duty to the members of Eufora, including the signatories hereto.

4. Immediate action is necessary to resolve the open issues of Eufora.

5. The Representatives shall keep each of the signatories below timely informed of all developments.

IN WITNESS WHEREOF, the undersigned have executed this Consent of the Members of AZ Eufora Partners I LLC, effective as of the date first set forth above.

Signature: _____ Name: _____ Date: _____	Signature: _____ Name: _____ Date: _____
Signature: _____ Name: _____ Date: _____	Signature: _____ Name: _____ Date: _____
Signature: _____ Name: _____ Date: _____	Signature: _____ Name: _____ Date: _____
Signature: _____ Name: _____ Date: _____	Signature: _____ Name: _____ Date: _____
Signature: _____ Name: _____ Date: _____	Signature: _____ Name: _____ Date: _____
Signature: _____ Name: _____ Date: _____	Signature: _____ Name: _____ Date: _____
Signature: _____ Name: _____ Date: _____	Signature: _____ Name: _____ Date: _____
Signature: _____	Signature: _____



**LIST OF INDIVIDUALS WHO SIGNED THE CONSENT OF MEMBERS**

AZ EUFORA MEMBERS	EUFORA MEMBERS
1. Brian Campbell	1. John Kaiser
2. Bryan Berard	2. Robert J. Rizzi
3. Bryan Marchment	3. Theodore R. Hughes
4. Darryl Sydor	4. Ethel Kaiser
5. Dimitri Khristich	5. Nicholas L. Privitello
6. Glen Murray	6. Standard Ventures (Tim Gaarn)
7. Greg Devries	7. C.R. Gentry
8. Jason Woolley	
9. Jay McKee	
10. Jere Lehtinen	
11. Jozef Stumpel	
12. Mattias Norstrom	
13. Michael Peca	
14. R. Murray	
15. Steve Rucchin	
16. Turner Stevenson	
17. Tyson Nash	
18. Vitali Yachmenev	
19. Vladimir Tsyplakov	
20. William Ranford	

Gaarn's member status is corroborated by Giuliani's team (under Eufora Members signatures) -- and the Eufora 2010 operating agreement (GX-210) and the 2006 Eufora tax records (GX-4729).  
...  
Kenner is *not* listed as a member -- despite the government lies that Kenner was "selling his stock" during trial (Tr.5970).

Names marked -- are alleged victims in EDNY that Constantine claimed Kenner defrauded in 2010 to the group -- thus no concealment with all members represented by independent counsel from Kenner...

07/07/2010 10:00

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FROM: EVEL


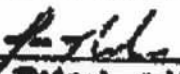

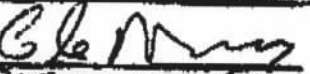
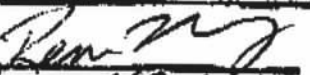
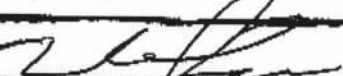
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4. Immediate action is necessary to resolve the open issues of Enform.

5. The Representatives shall keep each of the signatories below timely informed of all developments.

IN WITNESS WHEREOF, the undersigned have executed this Consent of the Members of AZ Enform Partners I LLC, effective as of the date first set forth above.

Signature:  Name: <u>MATTIAS NORSTROM</u> Date: <u>7/9/2010</u>	Signature: _____ Name: _____ Date: _____
Signature:  Name: <u>TYSON NASH</u> Date: <u>7/10/2010</u>	Signature: _____ Name: _____ Date: _____
Signature:  Name: <u>Darryl Sydor</u> Date: <u>7-10-2010</u>	Signature: _____ Name: _____ Date: _____
Signature:  Name: <u>GLEN MURRAY</u> Date: <u>7/10/2010</u>	Signature: _____ Name: _____ Date: _____
Signature:  Name: <u>Rem Murray</u> Date: <u>7/12/2010</u>	Signature: _____ Name: _____ Date: _____
Signature:  Name: <u>MICHAEL PECA</u> Date: <u>7-12-2010</u>	Signature: _____ Name: _____ Date: _____

2010-07-08 10:13

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Page 1

- DR WYNN'S WITNESS, the undersigned have attended the Court of the Members of A.Z. Eastern Province I.L.C., effective as of the date and on each above.

Jozef Stumpel





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Jul 09 2010 9:02AM

HOWARD EXPRESS SHIPPING

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fax to

617-249-1911

P. 1

PAGE. 1/ 1

07/08/2010 16:36 684-548-2738

RANFORD FAMILY

PAGE 01/01

4. Immediate action is necessary to resolve the open issues of Enfore.
5. The Representatives shall keep each of the signatories below timely informed of all developments.

IN WITNESS WHEREOF, the undersigned have executed this Consent of the Members of AZ Enfore Partners I LLC, effective as of the date first set forth above.

Signature: _____ Name: _____ Date: _____	Signature: _____ Name: _____ Date: _____
Signature: <u>William Ranford</u> Name: <u>William Ranford</u> Date: <u>July 8, 2010</u>	Signature: <u>William Ranford</u> Name: _____ Date: _____
Signature: <u>Brian Campbell</u> Name: <u>Brian Campbell</u> Date: <u>July 8, 2010</u>	Signature: <u>Brian Campbell</u> Name: _____ Date: _____
Signature: <u>Bryan Marchmont</u> Name: <u>Bryan Marchmont</u> Date: <u>July 8, 2010</u>	Signature: <u>Bryan Marchmont</u> Name: _____ Date: _____
Signature: <u>Bryan Berard</u> Name: <u>Bryan Berard</u> Date: <u>July 8, 2010</u>	Signature: <u>Bryan Berard</u> Name: _____ Date: _____
Signature: <u>Greg deVries</u> Name: <u>Greg deVries</u> Date: <u>July 8, 2010</u>	Signature: <u>Greg deVries</u> Name: _____ Date: _____
Signature: <u>Vitali Yachmenev</u> Name: <u>VITALI YACHMENEV</u> Date: <u>July 8, 2010</u>	Signature: <u>Vitali Yachmenev</u> Name: _____ Date: _____
Signature: _____ Name: _____ Date: _____	Signature: _____ Name: _____ Date: _____

PAGE 01/01

CAMPBELL

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P. 1

TO: 6172491911

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Carlson Wagonlit  
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FROM : S. Rucchin  
 87/09/2010 15:23 9197913359 PHONE NO. : 949 6738598  
 RALEIGH MARRIOTT  
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 Jul 00 2010 3:55PM - HOWARD EXPRESS SHIPPING 12129661389  
 PAGE 02  
 P.1

Jul 09 10 03:59 VITALI YACHMENEV (705) 476-8095 p.1  
 Jul 09 2010 0:02PM HOWARD EXPRESS SHIPPING 12129661389 P.1  
 May.11.2010 09:54 AM

fax to 617-249-1911

87/09/2010 22:24 949-673-8598 FAX TO: RUCCHIN

1. Signature and testimony to the fact of the open lines of traffic.  
 2. The Representative shall keep each of the signatures below  
 clearly stamped and all developments.  
 In WITNESS WHEREOF, the undersigned have executed this Consent of  
 the Members of the Board, Federal LLC, at the date set out forth above.

Signature: <u>[Signature]</u> Name: <u>Jason Woolley</u> Date: <u>July 9, 2010</u>	Signature: <u>[Signature]</u> Name: <u>Steve Rucchin</u> Date: <u>July 9, 2010</u>
Signature: <u>[Signature]</u> Name: <u>Turner Stevenson</u> Date: <u>July 9, 2010</u>	Signature: <u>[Signature]</u> Name: <u>[Blank]</u> Date: <u>[Blank]</u>
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Jason Woolley

Steve Rucchin

Turner Stevenson

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**ACKNOWLEDGEMENT:**

I have read the Written Consent of the Members of AZ Eufora Partners I LLC dated July 8, 2010 ("Consent") and I am familiar with its contents. As an investor in or member of Eufora LLC, I agree that my interests are aligned with the interests of the members of AZ Eufora Partners I LLC and, as such, I agree with the sum and substance of the Consent and its resolutions. In particular, I agree to be represented by Michael Stolper and Eric Hatzimemos in accordance with the terms of the Consent.

Signature:  Name: <u>Dimitri Khristich</u> Date: <u>7/12/10</u>	← <span style="border: 1px solid black; padding: 2px;">Dimitri Khristich</span> Signature: _____ Name: _____ Date: _____
Signature: _____ Name: _____ Date: _____	Signature: _____ Name: _____ Date: _____
Signature: _____ Name: _____ Date: _____	Signature: _____ Name: _____ Date: _____
Signature: _____ Name: _____ Date: _____	Signature: _____ Name: _____ Date: _____

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Signature:  Name: <u>Vladimir Tsyplakov</u> Date: <u>7.11.2010</u>	Signature: <u>Vladimir Tsyplakov</u> Name: _____ Date: _____
Signature: _____ Name: _____ Date: _____	Signature: _____ Name: _____ Date: _____
Signature: _____ Name: _____ Date: _____	Signature: _____ Name: _____ Date: _____
Signature: _____ Name: _____ Date: _____	Signature: _____ Name: _____ Date: _____

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Signature: <u>[Signature]</u> Name: <u>Robert Rizzi</u> Date: <u>7/9/10</u>	Signature: <u>[Signature]</u> Name: <u>John Robert Kaiser</u> Date: <u>7/9/2010</u>
Signature: <u>[Signature]</u> Name: <u>Theodore Hughes</u> Date: <u>07/09/10</u>	Signature: _____ Name: _____ Date: _____
Signature: <u>[Signature]</u> Name: <u>Ethel Dolores Kaiser</u> Date: <u>07-09-2010</u>	Signature: _____ Name: _____ Date: _____
Signature: <u>[Signature]</u> Name: <u>Nicholas Privitello</u> Date: <u>7/9/10</u>	Signature: _____ Name: _____ Date: _____

John Kaiser

Robert Rizzi

Theodore Hughes

Ethel Kaiser

Nick Privitello



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Signature: <u>[Handwritten Signature]</u> Name: <u>CR Gentry</u> Date: <u>07/08/2010</u>	← Former Eufora CEO -- CR Gentry Date: _____
Signature: _____ Name: _____ Date: _____	Signature: _____ Name: _____ Date: _____
Signature: _____ Name: _____ Date: _____	Signature: _____ Name: _____ Date: _____
Signature: _____ Name: _____ Date: _____	Signature: _____ Name: _____ Date: _____